

**CITY OF CHULA VISTA
AND
IAFF LOCAL 2180**

SIDE LETTER OF AGREEMENT

FEBRUARY 9, 2009

The City of Chula Vista ("City") and IAFF Local 2180 ("IAFF") hereby enter into a Side Letter with the following terms:

1. In light of the City's budget deficit, IAFF agrees to defer the 4% COLA effective January 1, 2009, and the 4% COLA effective January 1, 2010, that are provided for in the MOU between the City and IAFF. Instead, IAFF will receive wage increases as follows:
 - a. Jan. 1, 2011 2.0%
 - b. July 1, 2011 1.5%
 - c. Jan. 1, 2012 1.5%
 - d. July 1, 2012 1.5%
 - e. Jan. 1, 2013 1.5%
2. The parties will extend the current MOU for three years, such that it will now expire on June 30, 2013, instead of June 30, 2010.
3. Either party can request a reopener on the issue of salary only in March 2011, with any change effective in July 2011 if the parties reach agreement, otherwise effective upon conclusion of, or mutually agreed upon commencement date after initiation of the City's impasse procedure in the Employer-Employee Relations Policy.
4. The minimum staffing level for Fire Suppression employees shall be 38 employees per day, provided that the City identifies at least \$10 million per year in additional revenue by June 30, 2009. The 38 employees shall consist of 2 Operational Battalion Chiefs, 11 Captains, 11 Engineers and 14 Firefighters. All vacancies to be filled by off duty personnel only. All other provisions of the MOU regarding the operation of constant staffing to remain in effect.
5. The minimum staffing level for 40-hour positions assigned to the Training Division shall be four personnel with classifications of at least one Battalion Chief, one Captain and two Engineers, provided that the City identifies at least \$10 million per year in additional revenue by June 30, 2009 (this is the same \$10 million per year in additional revenue referred to in paragraph 4 above).
6. The City agrees upon execution of this Side Letter by IAFF Local 2180 that the Fire Battalion Chiefs shall be represented by the IAFF Local 2180 bargaining

group. The parties will meet and confer regarding the details of integrating the Battalion Chiefs into the bargaining unit.

7. Upon presentation of reasonable written verification that Fire Prevention personnel (Senior Fire Inspector, Fire Prevention Engineer and Fire Inspector) desire to be placed into Local 2180 and reasonable written verification that no City bargaining units object to said modification, then the Fire Prevention personnel (Senior Fire Inspector, Fire Prevention Engineer and Fire Inspector) shall be represented by and be a part of IAFF Local 2180. In this event, the parties will meet and confer regarding the details of integrating these personnel into the bargaining unit.
8. Prior to January 2011, a Retirement Medical Trust ("RMT") will be established in the same format the City has agreed to utilize in its Side Letter with the Chula Vista Police Officers' Association ("POA"). Commencing January 2011, the City will contribute \$100 per employee represented by IAFF per month into the RMT. These contributions by the City to the RMT will cease at the end of the contract, June 30, 2013. Thereafter, employees will contribute \$100 per month into the RMT by automatic deduction from the salary of each employee and remitted monthly to the plan administrator. There shall be no City contributions to the RMT after June 30, 2013. An employee can use vacation pay due upon separation for contributions to the RMT. The City will pay one-time administrative start up costs to establish the RMT, up to a cap of \$2500.

This Side Letter is executed on February 11, 2009.

IAFF Local 2180



City Of Chula Vista


